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Return To:

Richard L. Few
Smith Moore Leatherwood LLP
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601
Phone: (864) 242-6440

Prepared By:

Richard L. Few (SC Bar No.002000)
Smith Moore Leatherwood LLP
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601
Phone: (864) 242-6440

INDEXING INSTRUCTION: SW ¼, Section 35, Township 1 South, Range 6 West, DeSoto County, MS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

RBC Bank (USA)

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement"), entered into as of October 1, 2010 by MVP GROUP INTERNATIONAL, INC., a Kentucky corporation ("Tenant"), with a business and mailing address of 1031 LeGrand Boulevard, Charleston, SC 29492, and RBC BANK (USA) ("Bank"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which mailing address is the place to which all notices and communications should be sent to Bank regarding this Agreement.

A. Tenant is the lessee under that certain lease described on **Exhibit A** (the lease and all modifications, amendments, extensions, renewals, replacements and substitutions thereto or therefor, the "Lease"), which Lease covers all or a portion of the real property described on **Exhibit A** (the "Property").

B. Bank has extended or has committed to extend credit ("Loan") to 10136 Magnolia Drive, LLC, a Mississippi limited liability company, which Loan is or will be secured by the lien of a deed of trust, mortgage, deed to secure debt, security deed or trust deed encumbering the Property (the "Deed of Trust").

GREENVILLE 1247136.1

* LANDWORKS LLC
2512 ALPINE ST
TUPALO MS 38801

C. The Deed of Trust is dated October 1, 2010 and recorded in Book 73223 at Page 332 of the Office of the Clerk of the Chancery Court for DeSoto County, Mississippi, or other similar recording office, in the State and County indicated above.

D. Bank requires that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of One Dollar in hand paid by each party to the other, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Subordination of Lease. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal and any similar rights, are and shall be subject and subordinate to the Deed of Trust, and to all amendments, modifications, extensions, renewals, replacements and substitutions thereof or therefor, to the full extent of the principal, interest, fees, charges, costs and expenses (to include attorneys' fees, fees of legal assistants and fees of other professionals as provided therein) and all other amounts now or hereafter secured thereby.

Section 2. Joinder in Foreclosure. In the event Bank elects to foreclose or cause the foreclosure of the Deed of Trust, Bank will not join or otherwise name as a party, nor will any other person on behalf of Bank join or otherwise name Tenant as a party in summary or foreclosure proceedings as long as (1) Tenant has not amended, modified, replaced or substituted the Lease without Bank's prior written consent or (2) Tenant is not in default under the Lease or (3) Bank is not required by applicable law to join or name Tenant as a party in any such proceedings.

Section 3. Succession to Interest of Landlord; Nondisturbance. In the event that Bank shall succeed to the interest of the lessor or landlord under the Lease, or any other person shall succeed to the interest of the lessor or landlord under the Lease either directly or through Bank on account of or by virtue of a foreclosure under the Deed of Trust, or a deed-in-lieu of foreclosure, and there exists no default by Tenant under the Lease and Tenant has not amended, modified, replaced or substituted the Lease without Bank's prior written consent, Bank or such other person who succeeds to the interest of the lessor or landlord directly or through Bank on account of a foreclosure or a deed-in-lieu of foreclosure, agrees not to disturb or otherwise interfere with Tenant's possession of the portion of the Property leased by Tenant pursuant to the Lease for the unexpired term of the Lease, provided that Bank and such other successor person as aforesaid, shall not have any obligations to Tenant or incur any liabilities under the Lease or otherwise until Bank or such other person as aforesaid shall take actual, physical possession of the Property and then, Bank or such other person (1) shall be liable only for the duties and obligations of the "landlord" under the Lease accruing after the taking of possession as aforesaid and for the period that each is severally the "landlord" under the Lease and (2) shall not be:

(a) liable for any act or omission of any other lessor or landlord, or any other person under the Lease;

(b) subject to any offsets or defenses which Tenant might have against any lessor or landlord, or any other person under the Lease;

(c) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any lessor or landlord, or other person, unless the same was paid to Bank or such other successor person to Bank as aforesaid;

(d) bound by any covenant to undertake or complete any construction, repairs or replacements on or to the Property or any part thereof;

(e) bound by any amendment, modification, replacement or substitution of the Lease made without Bank's prior written consent; or

(f) liable for any security deposit Tenant might have paid any lessor or landlord, or

other person, except to the extent Bank has actually received said security deposit.

Section 4. Attornment by Tenant. Upon Bank succeeding to the interest of the lessor or landlord under the Lease, or any other person succeeding to the interest of the lessor or landlord under the Lease either directly or through Bank on account of or by virtue of a foreclosure under the Deed of Trust, or a deed-in-lieu of foreclosure, Tenant covenants and agrees (1) to attorn to Bank or any other person succeeding to the interest of "landlord" under the Lease either directly or through Bank on account of or by virtue of a foreclosure under the Deed of Trust, or a deed-in-lieu of foreclosure, (2) to recognize Bank or such other successor as Tenant's "landlord" under the Lease, and (3) to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Bank or any subsequent owner of the Property as aforesaid, Tenant shall execute a new lease for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

Section 5. Tenant's Representation and Warranty. Tenant represents and warrants to Bank that there has been no assignment of Tenant's rights and interests under the Lease to any person and no sublease or other agreement covering the leased premises has been entered into by Tenant.

Section 6. Tenant's Additional Covenants and Agreements.

6.1. Insertion of Deed of Trust Information. Tenant agrees that the recording information for the Deed of Trust may be written on this Agreement at the time this Agreement is recorded or at such other time as may be appropriate, and such insertion shall not negate, or adversely or negatively effect the validity and enforceability of this Agreement.

6.2. No Amendment or Modification. Tenant agrees that it will not amend, modify, replace or substitute the Lease, or any part thereof, without Bank's prior written consent.

6.3. No Alterations or Improvements. Tenant agrees that it will not make to that portion of the Property leased by it under the Lease any alterations, improvements or changes that would cause the value of the Property to diminish or the utility or current usefulness of the Property to be diminished, without the prior written consent of Bank.

6.4. Payment of Rents to Bank. Tenant, recognizing and acknowledging that the lessor or landlord under the Lease has assigned or will assign to Bank the rents and profits from the Property, and Tenant agrees that it will pay to Bank, on demand, all rental payments or other sums required to be paid by Tenant under the Lease.

6.5. Notice and Right to Cure Defaults. Prior to terminating the Lease due to a default by the lessor or landlord thereunder, Tenant agrees to notify Bank of such default and give Bank the opportunity to cure such default within thirty (30) days of Bank's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Bank shall have such longer time as may be necessary to cure the default; provided that Bank commences the cure within such period and diligently pursues the cure thereafter).

Section 7. Limitation of Liability. Notwithstanding anything to the contrary contained herein, the shareholders, directors, officers, employees, agents and other representatives of Bank shall not have any personal liability to Tenant and the liability of Bank to Tenant, in any event, shall not exceed and shall be limited to Bank's interest in that portion of the Property that is subject to the Lease. If Bank becomes the "landlord" under the Lease, after it conveys its interest under the Lease and no longer is the "landlord" thereunder, Bank shall not be liable for any unperformed covenant, duty or obligation of "landlord" thereafter accruing.

Section 8. Miscellaneous.

8.1. Incorporation of Exhibits. The Deed of Trust and all exhibits, schedules, addenda and other attachments to this Agreement are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Agreement.

8.2. No Oral Change. This Agreement can be amended or modified only in a writing duly executed by the parties hereto.

8.3. Notices. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above. Bank and Tenant may, by written notice given hereunder, designate a different address where communications should be sent.

8.4. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and legal entities, including public and quasi-public bodies, as well as individuals.

8.5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors or assigns of the parties hereto.

8.6. Term of Agreement. The terms and provisions of this Agreement shall terminate upon the cancellation of record of the Deed of Trust, unless the same is earlier terminated by a termination agreement executed and delivered to Tenant by Bank.

(Signatures Begin on the Next Page)

The undersigned have executed this Agreement as of the day and year first above stated.

TENANT:

MVP GROUP INTERNATIONAL, INC., a Kentucky corporation

By: [Signature] (SEAL)

Its: President

STATE OF South Carolina
COUNTY OF Berkeley

ACKNOWLEDGEMENT

I, John Copeland, a Notary Public of the County and State aforesaid, certify that Troy Probes, personally came before me this day and acknowledged that he/she is the President of MVP Group International, Inc., a Kentucky corporation (the "Company"), and being so authorized to do so, executed the foregoing instrument on behalf of the Company, as its act and deed.

Witness my hand and official stamp or seal this 1st day of October, 2010.

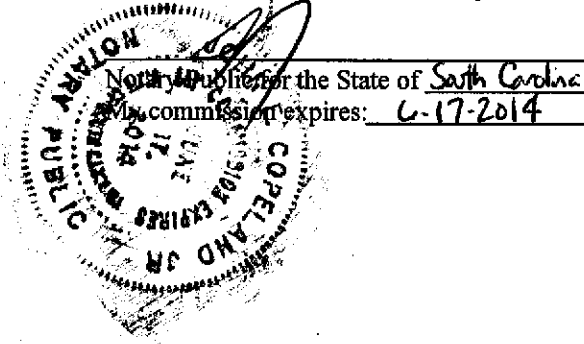


EXHIBIT A

(Subordination, Attornment and Non-disturbance Agreement)

1. Description of Lease (include all amendments, modifications, extensions, renewals, replacements and substitutions; and include any recorded memorandum of lease or recording information for lease if lease recorded):

Lease Agreement dated October 1, 2010, by and between 10136 Magnolia Drive, LLC, a Mississippi limited liability company, as Lessor, and MVP Group International, Inc., a Kentucky corporation, as Lessee, pertaining to the Property more particularly described in No. 2 below.

2. Description of Property (describe below or attach description and reference attachment below):

Part of the Southwest Quarter of Section 35, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a point in Sandidge Road commonly accepted as the Southwest corner of said quarter section, thence run due East a distance of 889.65 feet to a point; thence run due North a distance of 1112.50 feet to the intersection of the Northeast right of way line of Frisco Railroad (100 feet wide) with the Southeast right of way line of Mills Road (60 feet wide), said point being the Point of Beginning; thence run North 43° 02' 22" East a distance of 527.72 feet along said Southeast right of way line to the point of curvature of a curve to the left (D = 26° 29' 06", R = 328.70'); thence run Northeasterly a distance of 151.94 feet along said right of way line and curve to the point of tangency of said curve; thence run North 16° 33' 16" East a distance of 481.02 feet along said right of way line to a point on the South line of Magnolia Estates, Section "K"; thence run North 89° 19' 35" East a distance of 220.73 feet along said subdivision South line to a point; thence run South 46° 54' 15" East a distance of 678.62 feet along said subdivision South line to a point on the North line of the Reeves-Williams property; (now Magnolia Estates Sections M and N); thence run South 22° 44' 38" West a distance of 651.78 feet along said Reeves-Williams South line to a point; thence run South 43° 07' 18" West a distance of 650.00 feet along said Reeves-Williams South line to a point on said Northeast right of way line of Frisco Railroad; thence run North 46° 38' 12" West a distance of 814.31 feet along said right of way line to the Point of Beginning and containing 24.00 acres, more or less. Bearings are based on true North as determined by solar observation.

The above description was written from a plat of survey by Danny S. Rutherford, P.E.L.S., dated November 29, 1994.